

## **DETAILED ACTION**

### ***Continued Examination Under 37 CFR 1.114***

A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 11/05/2010 has been entered.

### ***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claims 1-3, 5-25, 27-47 and 49- 66 are rejected under 35 U.S.C. 103(a) as being unpatentable over DeFrancesco et al (US 5878403) in view of Norris (USPAP 20030191714) and further in view of Bisbee et al (US 6237096).

Re claims 1-3, 5, 7, 8, 10-19, 21-25, 27, 29, 30, 32-41, 43-47, 49, 51, 52, 54-63, 65 and 66:

Defrancesco teaches an integrated electronic credit application, contracting and securitization system comprising:

a network device for receiving a credit application from an applicant utilizing at least one remote application input and display device at a dealer location;

a processor configured for selectively forwarding said credit application to a plurality of funding sources and for receiving a funding decision from the plurality of funding sources (abstract, figs. 1-2, col. 23, line 33 through col. 24, line 45, col. 24, line 46 through col. 26, line 8, col. 16, lines 46-67, col. 28, lines 13-58, col. 20, lines 37-67, col. 22, line 44 through col. 45 );

Defrancesco does not explicitly teach a server for providing an electronic contract between at least said applicant and a selected one of said plurality of funding sources using at least some information from said credit application, wherein said server for providing an electronic contract provides on said at least one application input and display device an electronic contract form having at least one first data field containing at least a portion of said credit application information and at least one second data field for entry of electronic contract information by said applicant, wherein said server for providing an electronic contract forwards at least said electronic contract information to said selected funding source for verification purposes and receives a funding source verification message from said selected funding source; and

a hosted vault for storing, retrieving and maintaining the integrity of said electronic contract by digitally signing, encrypting and embedding an approval token in said electronic contract, thereby providing irrevocable proof of the authenticity of said electronic contract.

Norris, in the same field of art, teaches server for providing an electronic contract between an applicant and a funding sources using at least some information from said credit application, wherein said server for providing an electronic contract provides on said at least one application input and display device an electronic contract form having at least one first data field containing at least a portion of said credit application information and at least one second data field for entry of electronic contract information by said applicant, wherein said server for providing an electronic contract forwards at least said electronic contract information to said selected funding source for verification purposes and receives a funding source verification message from said selected funding source (paragraph 0017, 0045, 0050); and

a hosted vault storing, retrieving and maintaining the integrity of said electronic contract by digitally signing (digitized hand-written signature (compare to applicant's specification on page 47-48)) said electronic contract thereby providing irrevocable proof of the authenticity of said electronic contract (paragraph 0046).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify DeFrancesco to include providing electronic contract and storing such contract for the obvious reason of automatically closing the deal without little or no human intervention.

DeFrancesco and Norris do not explicitly teach maintaining the integrity of said electronic contract by encrypting and embedding an approval token in said electronic contract.

However, Bisbee teaches this concept (see at least abstract, summary, col. 6, lines 43-59).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify DeFrancesco in view of Norris to include this feature for the obvious reason of enhancing the security and genuineness of the document.

Re claims 6, 9, 20, 28, 31, 42, 50, 53 and 64: DeFrancesco and Norris do not teach wherein said verification message comprises funding source edits; and displaying error information associated with the processing of said electronic contract; tracking and storing access and usage information. However, official notice is hereby taken that these concepts are old and well known. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify DeFrancesco to include these features for the obvious reason of allowing the bank to point to any potential error in the said contract for rectification.

Claims 4, 26 and 48 are rejected under 35 U.S.C. 103(a) as being unpatentable over DeFrancesco et al in view of Norris in view of Bisbee as applied to claim 1, and further in view of Wilce et al (USPAP 20030023528).

Re claims 4, 26 and 48: DeFrancesco, Norris and Bisbee do not explicitly teach providing application input and display tracking and status information about said electronic contract. Wilce teaches the concept of displaying the status of an agreement at various point in time (paragraph 0141, fig. 14). It would have been obvious to one of ordinary skill in the art at the

time of the invention to modify Defrancesco to include this feature as taught by Wilce in order to keep track of the electronic contract.

### ***Response to Arguments***

Applicant's arguments with respect to claims have been considered but are moot in view of the new ground(s) of rejection.

### ***Conclusion***

Any inquiry concerning this communication or earlier communications from the examiner should be directed to OLABODE AKINTOLA whose telephone number is (571)272-3629. The examiner can normally be reached on M-F 8:30AM -5:00PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander Kalinowski can be reached on 571-272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

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/Olabode Akintola/

Primary Examiner, Art Unit 3691